

AG Contract No. KR95 1630TRN
ADOT ECS File: JPA 95-124
Project: H3177 01C
Section: SR-260 @ Western Drive
SR-260 @ Del Rio Drive

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 8 September, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

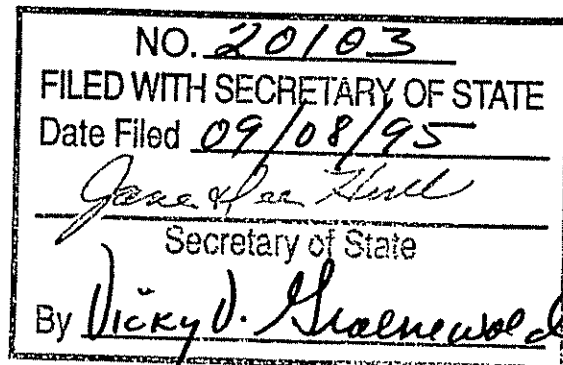
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to participate in the
design and maintenance of warranted traffic signal improvements
on State Route 260 at the intersections of Western Drive
(reconstruction) and Del Rio Drive (new construction), at an
estimated cost of \$180,000.00, hereinafter referred to as the
Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids, and with the concurrence of the County, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the County on any Project contract modifications. Be responsible for the cost of the traffic signals, estimated at \$180,000.00, and for any contractor claims for extra compensation attributable to the State.

c. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

2. The County will:

a. Review the design documents and provide comments.

b. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project, or until 30 June 1996, whichever is later; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement supercedes that certain agreement known as JPA 91-141, AG Contract No. KR92-0191TRN, filed with the Secretary of State on 4 February 1992 under No. 16377, and shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County
County Administrator
255 E. Gurley Street
Prescott, AZ 86301


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

XAVAPAI COUNTY


STATE OF ARIZONA

Department of Transportation

By 
BILL FELDMER, Chairman
Board of Supervisors

By 
CHARLES K. EATON
State Traffic Engineer

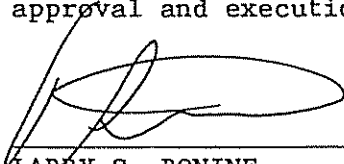
ATTEST

By 
BEV STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 18th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with Yavapai County for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signals on SR-260 at the intersections of Western Drive and Del Rio Drive in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



for LARRY S. BONINE
Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: August 7, 1995.

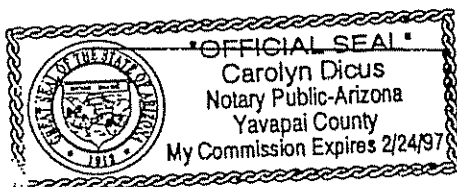
The entry in the said minutes:

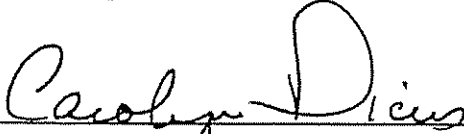
The Board considered approval of an intergovernmental agreement with the Arizona Department of Transportation for traffic signal improvements on S.R. 260 at Western Drive (reconstruction) and Del Rio Drive (new construction) in the Cottonwood area, with the County to provide for electricity to operate the signals. Public Works Director Richard Straub participated in discussion of this item. He told the Board that this would involve reconditioning an existing signal and constructing a new one, and that the County would be responsible only for paying the electrical costs. Supervisor Camp said it was his understanding that an entire two and one-half mile stretch of S.R. 260 was supposed to go to contract for reconstruction sometime during the next year. Mr. Straub said that the design concept report was being done at the present time, but that he did not know when actual work would begin. Supervisor Camp said he was aware that the Del Rio intersection was warranted for a signal at this time, but that he questioned the wisdom of constructing a new signal when the road was going to be torn up for reconstruction. Mr. Straub said he would find out what ADOT's plans were and report back. Upon a motion by Supervisor Camp, seconded by Supervisor Brownlow, and with no comments from the public, the Board voted unanimously to approve the intergovernmental agreement.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me August 14, 1995.

My Commission Expires:

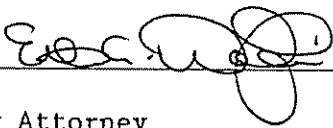



Notary Public

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 7th day of August, 1995.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1630-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of August, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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